

PURCHASE AND SALE AGREEMENT

This Agreement (this "Agreement") is made on or as of the thirteenth (13th) day of April, 2011, by and between THE INHABITANTS OF THE TOWN OF FREEPORT (hereinafter called "Seller"), and COASTAL SOCCER CLUB d/b/a Seacoast United Maine, a Maine non-profit corporation having a mailing address of 20 Atwood Drive, Topsham, Maine 04086 (hereinafter called "Buyer"), WHO AGREE AS FOLLOWS:

1. Recitals: This Agreement is made with reference to the following facts and objectives:

(a) Seller is the owner of that certain lot or parcel of land, together with any buildings and improvements thereon, consisting of twelve and forty-two hundredths (12.42) acres of land situated northeasterly of, but not adjoining, Hunter Road in Freeport, Maine, and shown as "SEACOAST UNITED OF MAINE, ± 540,804 S.F., ± 12.42 ACRES" on a plan dated March 2011, entitled "Property Map – Proposed Land Acquisition, Seacoast United Maine Athletic Facility Development, Hedgehog Mountain Road, Freeport, Maine" prepared by Milone & MaeBroom attached as Exhibit A hereto and incorporated by reference herein (said parcel of land being hereinafter referred to as the "Property" and said plan being hereinafter referred to as the "Development Plan").

(b) Buyer anticipates entering into, a ground lease agreement with Seller whereby Buyer will lease from Seller approximately three (3) acres of land that adjoins the Property on the southwesterly side thereof and is shown on the Development Plan as "TO BE LEASED FROM TOWN OF FREEPORT, ± 129,995 S.F., ± 2.98 ACRES" (hereinafter referred to as the "Leased Parcel") for a term of fifty (50) years, at an annual rental of One Hundred Dollars (\$100.00) and otherwise on terms and conditions reasonably satisfactory to Buyer and Seller.

(c) Seller proposes to sell the Property to Buyer, and Buyer proposes to purchase the Property from Seller, in order that Buyer may develop the Property and the Leased Parcel as an athletic and recreational facility for the mutual benefit of Seller, Buyer and School District RSU 5 ("RSU 5").

(d) In order to implement the Development Plan, Seller and Buyer have agreed that Seller will sell the Property to Buyer upon, and subject to the terms, provisions and conditions set forth in this Agreement.

2. Purchase and Sale: (a) Seller agrees to sell the Property to Buyer, and Buyer agrees to buy the Property from Seller, upon and subject to the terms and conditions set forth in this Agreement.

(b) The Property will be conveyed to Buyer subject to a reservation by Seller of an easement to use and maintain for the benefit of the public the existing walking and running trails upon the Property. Said easement will allow Buyer to relocate said walking and running trails at its own expense to the extent a minor relocation is necessary to accommodate the building and improvements to be constructed by Buyer upon the Property. If a major relocation is necessary,

Seller may relocate said walking and running trails at its own expense provided the relocation does not unreasonably interfere with the buildings and improvements to be constructed by Buyer upon the Property. Minor relocation is defined as moving a trail near the edge of the Property off the area of a proposed field. Major relocation is defined as a relocation that requires removing trees and vegetation in previously undisturbed areas. If Seller exercises this right, it is at no expense to Buyer. Seller and RSU 5 may locate and maintain bleachers on the Property at a location agreed upon by Buyer. Seller may also locate a concession stand on its retained property. For RSU 5 and Town Events, admission can be charged.

(c) The Property will be conveyed to Buyer together with the following appurtenant rights and easements: (i) the right to draw water from the existing well on the adjoining property of Seller for use only within the athletic building to be constructed on the Property, provided the right of Buyer to draw water shall be conditioned upon the well having sufficient capacity to service the needs of both Seller and Buyer; Seller is not guarantying water quality or quantity and is not responsible for the furnishing or maintenance of pumps or other equipment or piping for Buyer's water supply; (ii) a perpetual, non-exclusive easement for access to the Property by foot and by vehicle over a driveway on the adjoining property of Seller located, or to be located, between the northwesterly side of Hedgehog Mountain Road, so-called, and the southeasterly or northeasterly side of the Property; and (iii) a perpetual, non-exclusive easement for access to the Property by foot and by vehicle over a roadway located southwesterly of the Property as shown on the Development Plan.

3. Consideration: (a) In consideration of the conveyance of the Property and the appurtenant rights and easements to Buyer, Buyer agrees (i) to develop and maintain the Property and the Leased Parcel as an athletic and recreational facility substantially as shown on the Development Plan, (ii) immediately following the completion of construction of such facility, to allow Seller and RSU 5 to have free and exclusive use of the turf field facility to be constructed by Buyer upon the Leased Parcel for a period of six (6) months each year during the useful life of the field turf that is initially installed on said facility (which use is valued at \$508,800.00), and, in addition, to allow Seller and/or RSU 5 to have fifty (50) hours free use each year of the indoor athletic facility and fifty (50) hours free use each year of the turf field next to the dome or the turf field on the leased property, all based on availability and at any time of year, which use must be prior to 4:00 pm weekdays, unless otherwise agreed, and (iii) to allow Seller and/or RSU 5 to purchase additional use of all the facilities to be constructed by Buyer upon the Property and the Leased Parcel at eighty percent (80%) of fair market rental value, all as more particularly described in Section 14(c) of this Agreement.

(b) As additional consideration to Buyer for purchasing the Property and entering into this transaction, Seller agrees to allow Buyer (i) to have one hundred (100) hours free use each year of the outdoor athletic fields to be developed and maintained by Seller upon its other properties at or near Hunter Road and Pownal Road in Freeport, which use will be primarily, but not exclusively, in connection with Buyer's annual soccer tournament held in or about June of each year, and (ii) to rent the use of the athletic and recreational facilities to be developed by Seller at or near Hunter Road and/or Pownal Road in Freeport at eighty percent (80%) of fair market rental value, during such time or times as Seller shall have the similar right to rent use of the athletic and recreational

facilities constructed by Buyer upon the Property or the Leased Parcel, all as more particularly described in Section 14(d) of this Agreement.

4. Closing: Unless otherwise agreed in writing, the closing (the "Closing") shall occur in the offices of Seller or Seller's attorney at 10:00 a.m. on the thirtieth (30th) day after the conditions set forth in Section 6 of this Agreement have been fully satisfied, provided that if such day shall be a Saturday, Sunday or nationally recognized holiday, then the Closing shall occur on the first (1st) business day thereafter.

5. Deed; Title: Seller agrees to convey to Buyer good and marketable fee simple title to the Property by municipal quitclaim deed delivered at the Closing, free and clear of encumbrances, except (i) existing land use, zoning and building laws or ordinances and (ii) those easements and reservations specified in this Agreement. Should title to the Property prove to be defective or otherwise not free and clear of encumbrances at the Closing, for any reason other than as specified in clauses (i) or (ii) aforesaid, Buyer shall have the right to postpone the date of the Closing for a period of time (not to exceed sixty (60) days) during which Seller shall make reasonable effort, at its own expense, to remove any defects or encumbrances caused by Seller (it being agreed hereby that Seller may decline to remove any defects or encumbrances not caused by Seller). If Seller shall fail to remove all such defects or encumbrances (whether or not caused by Seller) to the satisfaction of Buyer or Buyer's counsel within such period of time, Buyer may, at its election, (a) remove any lien, encumbrance or other defect at its own cost and expense, in which case the Closing shall be postponed for a further reasonable period of time while Buyer attempts to remove any such liens, encumbrances or other defects, (b) elect to close notwithstanding any such matter, or (c) terminate this Agreement by written notice to Seller, whereupon the parties shall be relieved of all further obligations. The deed shall contain a condition recognizing Buyer's obligations to develop the Property and the Leased Parcel as an athletic and recreational facility and Buyer's other obligations under Section 3, Consideration. The deed shall also contain or be supplemented with a right of first offer to Seller should Buyer ever decide to sell all or a portion of the Property. The right of first offer shall exist for 50 years from the date of closing. Seller shall have 45 days from the date of the first offer to accept or reject the offer, which shall be in writing. If Seller rejects the first offer, Buyer may not sell the Property to a third party for less than 90% of the first offer to Seller without offering the Property to the Seller at the same price. Seller shall have 30 days from the date of the subsequent offer to accept or reject it in writing.

6. Conditions Precedent: The obligation of Buyer to consummate the transaction contemplated by this Agreement is conditioned upon (i) Buyer having satisfied itself, within ninety (90) days after the date of this Agreement, that the Property is suitable for development in the manner contemplated by the Development Plan, (ii) Buyer having entered into a ground lease agreement with Seller for the Leased Parcel upon terms and conditions reasonably satisfactory to Buyer, and (iii) Buyer having received all licenses, permits and approvals necessary for development of the Property and the Leased Parcel as an athletic and recreational facility substantially as shown on the Development Plan, including, without limitation, all zoning changes and variances, all environmental and land use permits, all wetlands mitigation permits and approvals, and all other governmental licenses, permits and approvals required for such development (collectively, the "Development Permits"). If, as a result of Buyer's investigation of the Property, Buyer is not satisfied in its sole and absolute discretion that the Property is suitable for development in the

manner contemplated by this Agreement, or if Buyer shall not have entered into a ground lease agreement with Seller for the Leased Parcel and received all of the Development Permits within twelve (12) months after the date of this Agreement, Buyer may cancel and terminate this Agreement by giving written notice of such cancellation and termination to Seller, and upon the giving of such notice this Agreement shall be cancelled and terminated and the parties shall thereafter be relieved of all further obligations hereunder.

7. Collateral Documents: Seller and Buyer each agree (i) to execute and deliver at the Closing such owner's affidavits regarding parties in possession and indemnities regarding mechanics' and materialmen's liens as Buyer's title insurance company may reasonably require in order to delete exceptions for such matters from its title insurance policy respecting the Property, and (ii) to provide such other information as either party or the title insurance company shall reasonably request with respect to the Closing. The parties further agree to execute and deliver to each other at the Closing (1) such agreements and other documents as shall be necessary to implement the provisions of Section 14 of this Agreement, and (2) such transfer tax forms and other documents as are reasonably necessary to effect the conveyance of the Property and the recording of the deed. In addition, Seller shall assign to Buyer at the Closing all zoning and land use licenses, permits and approvals, if any, with respect to the Property, to the extent the same are assignable. After execution, Seller and Buyer agree to make any adjustments necessary to this Agreement for internal consistency or to preserve for Seller and Buyer those items that by necessity survive the closing. It is anticipated that Seller's costs under this paragraph will not exceed \$2,500.00.

8. Prorations: All real estate taxes and assessments, if any, shall be prorated as of the date of the Closing. Buyer shall pay its share of transfer taxes, it being acknowledged that Seller is exempted from paying transfer taxes. Seller shall pay for recording of any title clearing documents. Buyer shall pay for the recording of the deed and any other documents necessary to implement the provisions of this Agreement.

9. Entry; Inspections: From and after the date of this Agreement, Buyer shall have the right to enter upon the Property to inspect the same and to perform such water, soils, environmental, survey, engineering and other tests, studies and samplings (collectively "Engineering Tests") as Buyer shall desire for the purposes of Buyer's intended acquisition and use of the Property. In the event that any damage shall be caused to the Property by reason of such entry, Buyer shall promptly repair the damage and restore the Property to substantially the condition existing just prior to the occurrence of such damage. Buyer shall defend, indemnify and hold harmless Seller from and against any and all claims, demands, suits, liabilities, costs and expenses for injury to any person or persons or for damage to any property arising out of or in connection with the activities of Buyer upon the Property. Seller shall deliver to Buyer within three (3) days after the date of this Agreement copies of all environmental assessments, surveys, soils and other engineering tests and studies with respect to the Property that are currently in Seller's possession.

10. Development Permits: Promptly following the date of this Agreement, Seller and Buyer shall commence the process of applying for, and shall thereafter diligently seek to obtain, the Development Permits. In furtherance thereof, Seller has engaged the firm of Milone & MacBroom of Freeport, Maine, to prepare, submit and process the plans and applications

necessary to seek and obtain the Development Permits at a contract price of Thirty Thousand Dollars (\$30,000.00), one-half of which has been paid by each of Seller and Buyer. Upon issuance of all of the Development Permits, Buyer will reimburse Seller, at the Closing, Ten Thousand Dollars (\$10,000.00) towards Seller's one-half (1/2) of said contract price. Seller and Buyer agree to fully cooperate in seeking the Development Permits by having their respective representatives, consultants and agents, as required, attend all workshops, hearings and meetings of the approval authorities. For the purposes of this section, such cooperation shall not require conveyance or encumbrance of Seller's land outside the boundaries of its original approximately seventeen (17) acre parcel. The Development Permits shall be deemed to have been "received" for the purposes of this Agreement only if, (i) all necessary Development Permits have been issued and are not subject to any challenge or appeal, (ii) all periods within which any Development Permit may be challenged or appealed have expired, and (iii) the Development Permits include no conditions or requirements that in the reasonable judgment of Buyer will materially and adversely affect its proposed development of the Property and the Leased Parcel.

11. Risk of Loss: Until the delivery of the deed from Seller to Buyer, the risk of loss or damage to the Property by fire, catastrophe or condemnation shall be on Seller. If, prior to the closing, any portion of the Property shall be damaged by fire or other cause or shall be taken by the exercise of the power of eminent domain, then, pursuant to Buyer's election, either (a) Seller shall pay over and assign to Buyer at the Closing all insurance proceeds and/or condemnation awards recovered or recoverable on account of such damage and/or taking, or (b) this Agreement shall terminate, whereupon neither party shall have any further rights or obligations hereunder.

12. Possession: Full possession of the Property, free of all tenants and occupants, shall be delivered to Buyer at the Closing, with the Property to be in substantially the same condition as it is now, reasonable use and wear excepted.

13. Default and Repurchase: (a) If Buyer fails to consummate this transaction for any reason constituting a default on the part of Buyer, Seller may, as its sole remedy, terminate this Agreement, in which case Buyer shall be liable for the entire Thirty Thousand Dollar (\$30,000.00) contract price due or paid to Milone & MacBroom for its services in seeking the Development Permits and shall immediately upon demand reimburse Seller for any portion or portions of said contract price paid by Seller. The provisions of this paragraph (a) shall survive the termination of this Agreement.

(b) If Seller shall default in any of its obligations under this Agreement, Buyer may either (i) terminate this Agreement, whereupon neither party shall have any further rights or obligations under this Agreement, or (ii) seek any other remedies that shall be available to Buyer either at law or in equity, including the remedy of specific performance.

(e) Buyer agrees to complete construction of the outdoor facilities no later than April 1, 2014. If Buyer fails to have the outdoor facilities available for use by Seller and RSU 5 by April 1, 2014, Seller may give Buyer written notice of Seller's intent to repurchase the undeveloped portions of the Property. If Buyer fails to have the outdoor facilities available for use within four (4) months of the written notice, Seller shall then have the right to repurchase any undeveloped portion or portions of the Property for One Dollar (\$1.00), provided it exercises such right within sixty (60) days after the expiration of such four (4) month period. However, Seller shall, if

required for Buyer's financing, subrogate this right to the rights of Buyer's lender. Such subrogation shall not include those areas where Seller's existing walking and running trails are located or where they may be relocated and shall be limited to that portion of the Property being initially developed by Buyer with proceeds from Buyer's lender. Seller shall further subrogate to Buyer's lender for additional portions of the Property being developed by Buyer with proceeds from Buyer's lender.

14. Post Closing Matters: Following the Closing, Seller and Buyer shall have the following described rights and obligations all of which are intended to survive the Closing:

(a) Buyer, at its expense except as otherwise provided in paragraph (b) below, shall develop the Property and the Leased Parcel as an athletic and recreational facility substantially as shown on the Development Plan and in accordance with the Development Permits. Weather and seasonal conditions permitting, Buyer shall commence its work within twelve (12) months after the Closing and thereafter diligently prosecute such work to completion in a good and workmanlike manner and in accordance with all applicable codes and ordinances. Buyer agrees to coordinate its work with the work to be performed by Seller under paragraph (b) below in order that all of the work may proceed without delay and without material interference by either party. Buyer agrees that any excess fill removed from the Property during construction and not used in the development of the Property and the Leased Parcel shall be deposited, compacted and graded as reasonably directed by Seller, on the neighboring property of Seller.

(b) Seller, at its expense but subject to partial reimbursement by Buyer as hereinafter provided, shall construct the access roadway located southwesterly of the Property which is intended to be a public roadway. Weather and seasonal conditions permitting, Seller shall commence its work within twelve (12) months after the Closing and thereafter diligently prosecute such work to completion in a good and workmanlike manner and in accordance with all applicable codes and ordinances. Seller agrees to coordinate its work with the work to be performed by Buyer under paragraph (a) above in order that all of the work may proceed without delay and without material interference by either party. Buyer shall reimburse Seller for one-half of the cost of materials used by Seller in performing said work upon presentation by Seller of invoices evidencing such cost.

(c) Seller shall have the right, without charge, immediately following the completion of the development upon the Property and the Leased Parcel, and thereafter throughout the "useful life" (as defined below) of the field turf initially installed at the soccer field developed by Buyer on the Leased Parcel, to use the facilities on the Property and the Leased Parcel subject to the following conditions:

(i) the use shall be by and under the supervision of Seller and/or RSU 5 and shall not be assignable to third parties without the prior written consent of Buyer;

(ii) Seller and/or RSU 5 shall have exclusive use of the soccer field on the Leased Parcel from July 15th each year to and including the following January 15th;

(iii) Seller and/or RSU 5's fifty (50) hours of additional free use of the facilities each year must occur prior to 4:00 pm each day unless otherwise agreed;

(iv) any usage of lights will be equitably charged to the organization using them based upon the ratio of the organization's hours of usage to the total hours of usage during a utility billing cycle. Participants and attendees of Seller's and/or RSU 5's events may utilize the restrooms in the arena upon the Property when the arena is open; however, it is understood that for events with an anticipated attendance of 100 persons or more, Seller and/or RSU 5 shall provide portable toilets;

(v) use of the facilities shall be subject to reasonable rules and regulations established by Buyer that are equally applicable to all users;

(vi) Seller shall be responsible for the removal from the Property and the Leased Parcel of all trash and rubbish generated by its use of the facilities;

(vii) during all periods of use of the facilities Seller shall maintain insurance or insure through a public, self-funded pool for, at minimum, the substantive areas of liability and the monetary limits of the Maine Tort Claims Act. If possible and at reasonable cost, Buyer shall be named as an additional insured under the provisions of the insurance or public self-funded pool; and

(viii) subject to the foregoing, Buyer shall be responsible for all maintenance of the turf fields which shall be permanently marked for soccer events, provided, however, the turf fields may be temporarily marked for use for other activities as long as the temporary markings are removed immediately after the completion of such other activities and the cost of the temporary markings and their removal is borne by the user.

In addition, Seller and/or RSU 5 shall have the right throughout the useful life of the field turf initially installed at the soccer field to purchase from Buyer, on a "first come, first served" basis, any additional hours of use of the facilities on the Property and the Leased Parcel that are made available for purchase by Seller at eighty percent (80%) of fair market rental value, with the relevant market area being defined as Cumberland County. At the expiration of the useful life of the field turf initially installed at the soccer field, Seller and/or RSU 5 shall have the right during each of the following five (5) years to purchase from Buyer at eighty percent (80%) of fair market rental value up to 424 hours of use of the facilities and at full market rental value additional hours on a "first come, first served" basis. Such right to purchase at the discounted value must be exercised by Seller at least ten (10) months prior to the commencement of the year in which the use is desired to be purchased. If Seller fails to exercise said right with respect to any year, it waives its right to purchase hours of use at the discounted rate in any remaining years within the five (5) year period. After any such waiver, Seller shall continue to have the right to purchase at fair market rental value hours of use made available for purchase by Buyer on a "first come, first served" basis. Seller and/or RSU 5 may substitute optional outdoor hours for indoor hours at a ratio of 1 to 1.5, with a schedule mutually agreeable to Seller, RSU 5 and Buyer. Subparts (i), (v), (vi), (vii) and (viii) of this Section 14(e) shall apply to all such additional use.

Buyer acknowledges that Seller and Buyer are the only parties to this Agreement, but Seller has the right from time to time to delegate management and scheduling of Seller and/or RSU 5

activities to Recreation Community Education, a department of RSU 5 or any other person or entity, as determined in the best interests of Seller.

The term "useful life" as used herein shall mean the period during which the field turf initially installed by Buyer shall remain, in the reasonable judgment of Buyer, suitable for safe and effective soccer play thereon without replacement. At such time as Buyer shall deem the field turf to no longer be suitable for safe and effective soccer play, or otherwise in need of replacement, Buyer shall provide written notice to Seller of such determination and of the expiration of the period of free use of the soccer field as herein provided.

(d) During any period or periods that Seller and/or RSU 5 shall have the right to purchase from Buyer on a "first come, first served" basis any use of the facilities on the Property or the Leased Parcel, that is made available for purchase by Buyer, at eighty percent (80%) of fair market rental value, Buyer shall have the right to purchase from Seller on a "first come, first served" basis any use of the athletic or recreational facilities on the neighboring property of Seller at Hunter Road in Freeport, that is made available for purchase by Seller, at eighty percent (80%) of fair market rental value. During any subsequent period or periods that Seller and/or RSU 5 shall have the right to purchase from Buyer on a "first come, first served" basis any use of the facilities on the Property or the Leased Parcel, that is made available for purchase by Buyer, at fair market rental value, Buyer shall have the right to purchase from Seller on a "first come, first served" basis any use of the athletic or recreational facilities on the neighboring property of Seller at Hunter Road in Freeport, that is made available for purchase by Seller, at fair market rental value. During any period or periods that Seller and/or RSU 5 shall have the right to fifty (50) hours of additional free use of the Seller's facilities as provided in Section 3(a) of this Agreement, Buyer shall have the right to one hundred (100) hours of free use of the outdoor athletic fields to be developed and maintained by Seller upon its other properties at or near Hunter Road and Pownal Road in Freeport, which use will be primarily, but not exclusively, in connection with Buyer's annual soccer tournament held in or about June of each year. All of Buyer's use of the facilities upon Seller's property shall be subject to the following conditions:

- (i) the use shall be by and under the supervision of Buyer and shall not be assignable to third parties without the prior written consent of Seller;
- (ii) any usage of lights will be equitably charged to the organization using them based upon the ratio of the organization's hours of usage to the total hours of usage during a utility billing cycle;
- (iii) use of the facilities shall be subject to reasonable rules and regulations established by Seller that are equally applicable to all users;
- (iv) Buyer shall be responsible for the removal from Seller's property of all trash and rubbish generated by its use of the Seller's facilities; and
- (v) during all periods of use of the Seller's facilities by Buyer, Buyer shall maintain reasonable levels of commercial general liability insurance, naming Seller as an additional insured, insuring against any injury (or death) to any person or persons or damage to property arising out of Buyer's use of Seller's facilities.

15. Representations and Warranties of Seller: Seller represents and warrants to Buyer that the following are true as of the date of this Agreement and will be true as of the Closing:

(a) To the best of Seller's knowledge, (i) there are no material violations of laws, regulations or ordinances affecting the Property, and (ii) there are no claims, actions, condemnations or other proceedings pending or threatened that materially affect the Property or this transaction.

(b) Except for charges to be prorated or otherwise provided for herein, any outstanding charges which are payable on account of the Property shall be paid by Seller prior to, or at, the Closing.

(c) That during the period of Seller's ownership of the Property, it has not been and shall not be used for the storage, generation, discharge or disposal of any hazardous waste, substance or material or other toxic chemical pollutant by Seller, and that, to the best of Seller's knowledge, the Property was not used for any such purposes prior to the time Seller acquired title to the Property and is presently free of any hazardous waste, substance or material and other toxic chemical pollutants. Seller affirmatively states it has not done and will not be doing any testing of this Property.

(d) That this Agreement constitutes the legal, valid and binding obligation of Seller, Seller owns the Property in fee simple, and there exists no other contract or other right to convey the Property.

If any of the foregoing warranties or representations prove to be untrue or materially inaccurate, Buyer shall have the right, in addition to any other remedies available to Buyer at law or in equity, to terminate this Agreement by written notice to Seller, whereupon neither party shall have any further rights or obligations under this Agreement. It is understood and agreed that for purposes of determining breach or inaccuracy in any of the foregoing warranties, the breach or inaccuracy shall be determined with respect to the substance of the matter and not on whether or not Seller had knowledge thereof, even with respect to those matters which are conditioned "to the best of Seller's knowledge".

16. Real Estate Broker: Each party represents and warrants that no real estate broker has brought about or been involved in this transaction. Each party agrees to hold and indemnify the other harmless from and against any losses, damages, costs or expenses (including attorneys' fees) that either party may suffer as a result of claims made or suits brought by any broker in connection with this transaction, the obligated party hereunder to be the party whose conduct gives rise to such claims or suits.

17. Arbitration: Any disputes under this Agreement that cannot be resolved between the parties shall be submitted to arbitration. The arbitrator shall be a retired judge or justice of the Maine Court system agreed upon by the parties. If the parties cannot agree, such judge or justice as arbitrator shall be determined by the Cumberland County Superior Court. The cost of arbitration shall be shared equally between the parties.

18. Notices: All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, or by Federal Express or other recognized overnight courier service requiring acknowledgment of receipt by addressee, postage prepaid, and shall be effective when mailed, or deposited with such overnight courier service, addressed as follows:

To Seller: Town of Freeport
 30 Main Street
 Freeport, Maine 04032

With a copy to:

Geoffrey H. Hole, Esquire
Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland ME 04104-5029

To Buyer: Seacoast United Maine
 20 Atwood Drive
 Topsham, Maine 04086

With a copy to:

Michael T. Healy, Esquire
Verrill Dana, LLP
One Portland Square
P.O. Box 586
Portland, Maine 04112-0586

19. Merger: This Agreement represents the entire contract between Buyer and Seller and shall not be amended except by a writing executed by both parties.

20. Survival: The indemnity provisions of Section 9 and Section 16 shall survive the Closing and any termination of this Agreement.

21. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, successors and assigns. If Buyer assigns this Agreement, the assignees of Buyer shall acquire all of the rights and privileges and shall be obligated to perform all the duties of Buyer hereunder.

22. Time of the Essence: Time is of the essence to this Agreement.

23. Facsimile Treated as Original Signatures; Counterparts: For the purposes of executing this Agreement, (a) a document signed and transmitted by facsimile shall be treated as an original document, (b) the signature of any party on such document shall be considered as

original, (e) the document transmitted (or the document of which the page containing the signature or signatures of one or more parties is transmitted) shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of a party, each party who executed a document transmitted by facsimile shall re-execute such document or a counterpart as an original.

24. Payment in Lieu of Taxes: If the Property is taxable, Buyer shall pay all duly assessed taxes. If the Property is tax exempt, Buyer shall pay an in-lieu tax payment equivalent to the taxes that would have been duly assessed on Buyer's arena and related premises, and may make such a payment on the fields.

[Signatures appear on the following page]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first above written.

WITNESS: INHABITANTS OF THE TOWN OF FREEPORT

Judie Hawley

By:

Dale Olmstead

Name: Dale Olmstead
Its: Town Manager

"Seller"

WITNESS: COASTAL SOCCER CLUB
d/b/a Seacoast United Maine

By:

Steven Wormley

Name: Steven Wormley
Its: President - Seacoast United Maine

"Buyer"

EXHIBIT A

DEVELOPMENT PLAN